

COTTONWOOD HEIGHTS

RESOLUTION NO. 2013-09

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY FOR THE TRANSFER OF CERTAIN TAX PARCELS

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, UTAH CODE ANN. §11-13-214 provides that any public agency may convey property to or acquire property from any other public agency for consideration as may be agreed upon; and

WHEREAS, Salt Lake County (the “*County*”) and the city of Cottonwood Heights (the “*City*”) are public agencies for purposes of the Interlocal Cooperation Act; and

WHEREAS, upon the City’s formation on 14 January 2005 from an unincorporated portion of the County, a number of parcels of real property located within the City’s boundaries remained titled in the County’s name, including, without limitation, parcels obtained by tax sale, parcels used for flood control purposes, and right-of-way remnants; and

WHEREAS, County heretofore has transferred certain of those “remnant” parcels to City; and

WHEREAS, certain officers and staff of the County and the City have suggested that it is appropriate for three additional “remnant” parcels to now be transferred and conveyed to the City on the terms and conditions specified in the attached proposed “Interlocal Cooperation Agreement” (the “*Agreement*”) between the City and the County; and

WHEREAS, the City’s municipal council (the “*Council*”) met in regular session on 12 March 2013 to consider, among other things, approving the City’s entry into the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement; and

WHEREAS, the city attorney of the City has approved the form of the Agreement as required by *Utah Code Ann.* §11-13-202.5(3); and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Agreement be, and hereby is, approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.


This Resolution, assigned no. 2013-09, shall take effect immediately upon passage.

PASSED AND APPROVED this 12th day of March 2013.

COTTONWOOD HEIGHTS CITY COUNCIL




Linda W. Dunlavy, Recorder

By 
Kelvyn H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson <i>Absent</i>	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler <i>Absent</i>	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 12th day of March 2013.

RECORDED this 13 day of March 2013.

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is made effective 12 March 2013, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah ("*County*"), and **COTTONWOOD HEIGHTS**, a Utah municipality ("*City*").

RECITALS:

A. UTAH CODE ANN. §11-13-202 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the "*Act*") provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. UTAH CODE ANN. §11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.

C. County and City are public agencies for purposes of the Act.

D. Upon City's formation on 14 January 2005 from a portion of unincorporated Salt Lake County, a number of parcels of real property located within City's boundaries remained titled in County's name, including, without limitation, parcels obtained by tax sale, parcels used for flood control purposes, and right-of-way remnants.

E. County heretofore has transferred certain of those "remnant" parcels to City.

F. County and City now have determined that it is appropriate for three additional "remnant" parcels to now be transferred and conveyed to City. Such realty (the "*Property*") is a narrow strip that is used for storm drain purposes; is located along the South boundary of I-215 between 1300 East and 1700 East; is designated as parcel nos. 22-20-430-026-4001, 22-20-430-026-4002 and 22-20-430-026-4003; and is shown on the map(s) attached as an exhibit hereto.

G. The parties, wishing to memorialize their agreement, enter into this Interlocal Cooperation Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Conveyance.** Contemporaneously herewith, County shall convey and transfer the Property to City by executing and delivering to City one or more special warranty deeds (the "*Deeds*") in such form as City reasonably may require.

Section 2. **Consideration.** The Property has little or no practical or economic value beyond use for non-income-producing public purposes. In recognition of that fact, the current condition of the Property, and the financial outlay that will be required to maintain the Property following its conveyance to City, no additional consideration shall be due from City to County hereunder.

Section 3. **Use Restriction.** The Property has been acquired and improved with public funds. Consequently, the Property, and any proceeds thereof, shall be used only for public purposes.

Section 4. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Act and other applicable law:

(a) **No Interlocal Entity.** The parties agree that they do not by this Agreement create an interlocal entity.

(b) **Joint Board.** As required by UTAH CODE ANN. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and the City's Manager or designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

(c) **Financing Joint Cooperative Undertaking and Establishing Budget.** There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) **Attorney Review.** This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for County and City in accordance with UTAH CODE ANN. § 11-13-202.5.

(e) **Copies.** Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to UTAH CODE ANN. § 11-13-209.

(f) **Manner of Acquiring, Holding or Disposing of Property.** The Property shall be acquired, held or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

Section 5. **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) Time of Essence. Time is the essence in this Agreement.

(i) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.

(k) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

(l) Governmental Immunity. Both parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “Immunity Act”). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(m) Ethical Standards. The parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

IN WITNESS WHEREOF, the City, by resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its City Recorder; and the County, by resolution of its County Council, caused this Agreement to be signed by the Mayor, or his designee, his or her signature being duly notarized.

SALT LAKE COUNTY

By: _____
Mayor or Designee

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2013, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC

Approved As To Form and Legality:

_____, Deputy District Attorney
Date: _____ 2010

COTTONWOOD HEIGHTS, a Utah municipality

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Linda W. Dunlavy, City Recorder

Approved As To Form and Legality:

Wm. Shane Topham, City Attorney
Date: March 12, 2013

Exhibit to
Interlocal Cooperation Agreement

(Attach Map of Property)

22-20-42

22-21-31

